



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
PROCUREMENT



ELECTRONIC REQUEST FOR QUOTES

ADOT SOLICITATION REFERENCE NUMBER: **T08-17-00026**

Commodity Code: **0060-00006; 0070-0066; 0998-0094**

Description: **WEATHERPROOF CARGO TRAILER**

DUE DATE: December 14, 2007

at 5:00 P.M. MST

DATE POSTED: **December 6, 2007**

Submittal Location: Arizona Department of Transportation
Procurement Group
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007

REPLY TO: FAX: (602) 712-8647

Responsible Procurement Officer: Nancy Caffrey Phone: (602) 712-8595

TOTAL AGGREGATE AMOUNT FOR THIS CONTRACT WILL NOT EXCEED \$50,000.00.

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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1. GENERAL REQUIREMENTS

The Arizona Department of Transportation, hereinafter referred to as the Department, has the need to purchase of one (1) Weatherproof Cargo Trailer in accordance with the following General Requirements.

2. SPECIFICATION REQUIREMENTS

A response to each Specification statement is required and is to be entered on the lines provided in the Bidder's Response column. **If the equipment conforms to the Specification, enter the word "MEETS". If the equipment does not conform to the Specification in each category, indicate "DEVIATES" and state the variance from the Specification. FAILURE TO CONFORM TO THE SPECIFICATION MAY RESULT IN BID REJECTION.**

2.1 STANDARDS AND FUNCTIONS

BIDDER'S RESPONSE

- A. This Specification is intended to describe and to set minimum acceptable standards for (not to design) a fully enclosed, weatherproof cargo trailer. The trailer will transport a profilograph device used to measure surface roughness.

- B. This is a "Brand Name or Equal" Specification as set forth under R2-7-403 (C) of the Arizona Procurement Code. The Department has determined that the following make/model of enclosed cargo trailer can be equipped to conform to this Specification and to perform effectively in the planned applications:

Wells Cargo Tote Wagon
Model TW3424

Other equipment, if equal in performance and quality, will be considered.

STATE THE MANUFACTURER OF THE ENCLOSED CARGO TRAILER QUOTED:

STATE THE MODEL OF THE ENCLOSED CARGO TRAILER QUOTED:

- C. This equipment will be used statewide at elevations from near sea level to 10,000 feet and in ambient temperatures to 125 degrees F. The equipment must operate normally throughout this range of conditions.

- D. The equipment supplied shall be based on a standard model of a manufacturer with experience in the production of industrial quality cargo trailers, equipped as necessary to meet the requirements of this Specification. All material and workmanship shall be of good quality and design.

1. When equipment is purchased in quantities greater than one, each unit shall be identical in all aspects of design and manufacture.

- E. The trailer supplied shall be designed to be safely loaded and unloaded by a single operator.

- F. The equipment supplied shall conform to all applicable OSHA, FMVSS, and Arizona MVD regulations, as well as SAE and all industry standards in effect at the time of delivery.

- G. In all instances where the Specification requires lockable enclosures or compartments, if the contractor installs cylinder type locks, all locks shall be keyed alike and three keys shall be supplied with each unit. If padlock receptacles are installed, the Department will supply padlocks.
- H. All dimensions, weights, wire or metal gauges, or other factors expressed numerically in this Specification are to be considered as nominal (+/- 10%) requirements unless indicated otherwise by the words "**Minimum**", "**Maximum**", or "**Exactly**". Where brand names, with or without arrangement numbers, are mentioned, **bidders are to understand that brand name or equal is intended.**

2.2 PERFORMANCE, WEIGHTS, AND DIMENSIONS

- A. GVWR – 10,000 lbs.
- B. Overall length (including tongue) - 456 in.
- C. Overall width - 98 in. (fender to fender)
- D. Overall height - 92 in.
- E. Interior length - 408 in.
- F. Interior width - 69 in.
- G. Interior height - 66 in.
- H. Cargo floor height - 19 in.
- I. The chassis frame shall consist of 3 X 8 (in.) rectangular tube main rails with equal height "C" section cross members.
1. Trailer tongue shall consist of a three-piece "A" frame with a 2-5/16 in. top mount ball coupler with replaceable locking dog assembly, adjustable to accommodate hitch heights of 18 to 22 inches with trailer tongue level.
2. Two Class 4 safety chains, equipped with latching hooks and conforming to SAE J684 standards, shall be installed. **Contractor shall supply with bid offer, chain manufacturer's certification of breaking force rating for the chain and hooks installed on the trailer.**
- a) Safety chains shall extend 2 ft. beyond the trailer coupler.
- b) Welding of safety chain is **NOT ACCEPTABLE.**
- J. A license document container shall be mounted inboard on the trailer tongue. (Betts PS-1, or equal)
- K. Trailer shall be equipped with an 8,000 lb. capacity jack located on the tongue. The jack shall include a metal foot-type base plate.

- L. Heavy duty vertical wall posts shall be located on 16 in. centers; attachment to roof and floor channels by manufacturer's standard process is acceptable. _____
- M. Manufacturer's standard roof configuration and materials shall be included. _____
- N. Exterior wall panels shall be .030 pre-finished white smooth aluminum sheets; direct fastened to wall studs and roof bows with corrosion resistant mechanical fasteners. All joints and seams shall be sealed and water tight. _____
1. "Sport" style front cornerposts and endcap shall be included to provide longer interior dimension. _____
 2. A sidewall vent shall be installed in both left and right sidewalls. _____
 3. A 24 in. high stoneguard protection panel shall be included across the exterior front wall of the trailer. _____
- O. A ramp-type door with cam lock, spring assist and rear cornerpost jacks shall be installed at the rear of the trailer. Door installation shall include a ramp extension and gap filler. _____
- P. A personnel entry door shall be installed in the curb side of the trailer, 30W X 65H (inches); located immediately ahead of the right side fender. _____
1. Door hardware shall include cast aluminum anti-rack cam Lock and stainless steel hasp. _____
- Q. A sub-floor constructed of 3/4 in. exterior grade plywood shall be installed. Each plywood floor section shall be fully undercoated. _____
1. Ten (10) surface mounted 5000# capacity ring-type tie-offs shall be installed in the trailer floor; five road side, five curb side. _____
- R. Interior trailer walls shall be covered with 3/8 in. exterior plywood. _____
1. A 20 X 20 X 66 (in.) lockable storage bin fabricated of angle steel frame and #9 expanded metal sides shall be installed across the front wall at ceiling level. _____
- S. Manufacturer's standard fender arrangement shall be included. _____
- T. Undercarriage and suspension components shall include tandem #10 Torflex 4" drop single idler axle assemblies rated to meet or exceed trailer GVWR. Six-stud E-Z Lube hubs shall be included. _____
1. Electric brakes shall be supplied on each axle and include emergency break-away switch. _____
- U. Tires shall be ST225/75R15, Load Range D radial design, with six-bolt silver spoke wheels. _____

1. A spare tire and wheel, identical to those mounted on the trailer axles, shall be provided. All tires/wheels shall include metal valve stem caps. A black spare tire cover shall be included.

- a) A lockable spare tire carrier shall be installed atop the trailer tongue. Tire shall be carried in a vertical position.

- b) If spare tire is secured to carrier with studs/nuts, lug nuts shall be used; same size utilized on the trailer axles.

- c) A lug wrench, sized to the lug nuts utilized on the trailer axles, shall be supplied; secured in a holster inside the trailer.

2. All tires and wheels, including spare, shall be balanced prior to delivery.

- V. An SAE color coded 12-volt electrical system with lighting conforming to FMVSS 108 shall be installed. Trailer lighting shall include manufacturer's tandem axle LED safety package, with LED wrap-around tail lights and integrated side rear marker lights.

1. A seven conductor jacketed cable, per SAE J1067, shall be installed to extend 2 ft. (minimum) beyond the trailer coupling. This cable shall be equipped with an electrical connector (Cole-Hersee 1255 with cable protector, or equal) and circuited to SAE J895 standards.

- a) An electrical plug holder (Cole- Hersee "Stor-a-Way" 11750, or equal) shall be installed.

2. Underbody wiring shall be protected against mechanical damage and the effects of weather.

3. A 12 VDC on-board battery system shall be installed in a recessed, vented battery box. System shall be utilized to power all on-board 121 VDC accessories.

4. A 12 VDC back-up alarm shall be installed.

- W. Five (5) 12 VDC "dome" lights shall be installed in the trailer interior curbside wall; evenly spaced between the front and rear walls. Two (2) 12 VDC, three-way wall switches, accessible at the side personnel door and rear ramp door, shall control the ceiling mounted lights.

- X. Three (3) 12 VDC "porch" lights shall be installed in the trailer exterior; two at the rear door, one at the side personnel door. Two (2) 12 VDC, wall switches, accessible at the side personnel door and rear ramp door, shall control the porch lights.

- Y. One (1) 12 VDC "swing-out" light shall be installed in the trailer interior curb side wall; approximately one-foot forward of the rear door opening. One (1) 12 VDC, wall switch, accessible at the rear door, shall control the swing-out light.

- Z. The entire unit shall be painted per manufacturer's standard processes utilizing manufacturer's standard materials.

1. Trailer tongue and frame shall be painted commercial quality gloss black. Exterior body panels shall be painted commercial quality gloss white. Exterior roof panels shall be finished per manufacturer's standard processes. _____
2. Chassis shall be full undercoated with rust preventative undercoating. _____
3. All wheels shall be painted commercial quality gloss silver. _____
4. All data plates/labels containing component model and/or serial numbers shall be masked prior to painting. Masking shall be removed prior to delivering units to the Department. _____

2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Nancy Caffrey at (602) 712-8595.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 TERM OF CONTRACT

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein. **Aggregate amount of contract shall not exceed \$50,000.00.**

3.2 CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

The Department reserves the right to unilaterally extend the period of any resultant contract for 31 days beyond the stated expiration date.

3.3 BRAND NAME OR EQUAL

There are currently a number of products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance and characteristics of the products herein specified. Any bid which proposes products that are of equal quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as an equal, and the Department determines the product to be an equal to the named brand and these specifications.

3.4 DESCRIPTIVE LITERATURE

All Offerors shall submit **two (2)** complete sets of manufacturers' descriptive literature regarding the equipment they propose to furnish. This includes **two (2)** copies of the parts and maintenance manuals (including wiring diagrams). Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.

3.5 PAYMENT

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within 30 days.

3.6 BID EVALUATION

In accordance with the Arizona Procurement Code §41-2535, Request for Quotation, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Electronic Request for Quote.

3.7 DELIVERY

Delivery is required **within one hundred twenty (120) days after receipt of order**. Delivery is an important consideration and will be a factor in determining an award; therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, bid proposals must be clear in regard to those variations.

The contractor shall be responsible for delivery of all equipment in a complete, identical and ready-for-use condition with all components functioning: Cleaned, tested, lubricated and serviced. Equipment delivered shall be free from decals or emblems identifying or advertising the contractor. The standard identification of a manufacturer is acceptable. Equipment shall be delivered between the hours of 8:00 A.M. and 2:30 P.M., Monday through Friday, except State Holidays.

Equipment shall be delivered to:

**Arizona Department of Transportation
Equipment Services Get Ready Unit
2225 S. 22nd Avenue
Phoenix, AZ. 85009**

Note: Invoices are sent to a separate address, see **Paragraph 3.8, Invoicing**.

3.8 INVOICING

Invoices shall be submitted to:

**Arizona Department of Transportation
Equipment Services, Issuance & Disposal
2225 S. 22nd Avenue
Phoenix, Arizona 85009
Attn: Libby Brown**

Invoices shall include at a minimum:

- Ship To Address/Bill To Address
- Part numbers, description and listing of quantities, including any labor hours
- Date the items were shipped to the Department
- Department contract number/purchase order number
- Department equipment number, if known.
- Price per unit and total per unit
- Applicable taxes
- Total of invoice

The following shall be listed if applicable:

- Hourly rate and total for labor charges
- Actual freight charges, including Department personnel authorizing freight cost
- Any core charges (reimbursed/billed at actual cost)
- Shop supplies / miscellaneous charges
- Hazardous materials disposal charges
- Sublet charges

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. **DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.**

DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE DATE FOR STARTING THE 30 CALENDAR DAY PAYMENT PERIOD.

3.9 SHIPPING TERMS

Prices shall be F.O.B. Destination from the contractor's location to all delivery locations within the State of Arizona. **Freight Prepaid with transportation charges allowed and added as a separate item on the invoice. At no time may the freight charge exceed those actually charged to the contractor by the transportation company.** Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The contractor shall file all claims for visible or concealed damage. The Department will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

3.10 PERFORMANCE STANDARDS

The State relies upon the provision of services in accordance with the contract, therefore, the offeror agrees that time is of the essence, and that contractual commitments shall be met.

3.11 FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.12 INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or

expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3.13 INSURANCE REQUIREMENTS

Within **five (5) days** of notification, the Bidder shall submit a copy of the attached **Certificate of Insurance, Exhibit 1**, or a Department approved alternate form showing insurance in the following amounts to:

Arizona Department of Transportation, Procurement Group
Attention: Nancy Caffrey
1739 W. Jackson St., Suite A - MD 100P
Phoenix, Arizona 85007

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named

as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail; return receipt requested and shall be sent directly to:

Arizona Department of Transportation, Procurement Group
Attention: Nancy Caffrey, Procurement Officer
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, AZ. 85007

- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group
Attention: Nancy Caffrey, Procurement Officer
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, AZ. 85007

The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors, as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

3.14 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that

are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.15 REFERENCES

The offer shall include a minimum of 3 references, which have utilized the offeror's services within the past twenty-four months. These references shall be from major organizations, which are not directly controlled by the offeror. References shall be provided on Attachment 4 and shall include all requested information. Use additional sheets if necessary. Make certain that all references submitted contain up to date information, as all references will be checked.

3.16 CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Nancy Caffrey, Procurement Officer (602) 712-8595

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

3.17 NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows: If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Attention: Nancy Caffrey

If intended for the contractor, to:

The contractor Name
Address
City, State, Zip
Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

3.18 SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

3.19 WARRANTY

The bidder warrants:

That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of delivery/installation.

All bidders shall indicate on a separate written sheet that is submitted with their bid the exact conditions, limitations and duration of their warranty. As a minimum the warranty provided shall conform to the requirements stated herein.

3.20 FUEL SURCHARGES

Due to the unpredictability of the fuel market, under no circumstances will the Department accept any surcharges on the invoice for fuel.

3.21 ESTIMATED QUANTITIES

The Department anticipates considerable activity under any resultant contract(s). The Department reserves the right to increase or decrease amounts as circumstances may require. **No guarantee is made concerning any annual quantities to be actually ordered. Contract shall not exceed \$50,000.00.**

3.22 NEW EQUIPMENT

All equipment supplied pursuant to this Specification shall be new, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. Any variation between the equipment offered, the descriptive literature and/or the specification submitted shall be noted by the offeror on the **Equipment Exception or Equivalent List, Attachment 3** or in a separate letter included in the offer. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce.

3.23 VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed **STATE OF ARIZONA SUBSTITUTE W-9 FORM, Attachment 6** on file with the Procurement Group. No payments shall be made until the form is on file. Forms may be obtained by contacting Bonnie Hartley at (602) 712-8520.

3.24 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

4.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Nancy Caffrey at (602) 712-8595.

5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: Nancy Caffrey. Responses must be in writing and signed.

Complete and return the following:

- SIGNED OFFER & CONTRACT AWARD SHEET - ATTACHMENT 1
- PRICE SHEET - ATTACHMENT 2
- EQUIPMENT EXCEPTION OR EQUIVALENT LIST - ATTACHMENT 3
- REFERENCES - ATTACHMENT 4
- AFFIDAVIT - ATTACHMENT 5
- SUBSTITUTE W-9 – ATTACHMENT 6
- NON-COLLUSION AFFIDAVIT- ATTACHMENT 7

5.1 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

5.2 FEDERAL IMMIGRATION AND NATIONALITY ACT

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

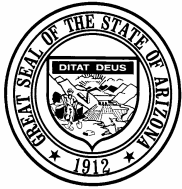


EXHIBIT 1
STATE OF ARIZONA
CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION
PROJECT TITLE: WEATHERPROOF CARGO TRAILER
CONTRACT NUMBER: T08-17-00026

PRODUCER	COMPANIES AFFORDING COVERAGE		CURRENT A.M. BEST RATING
	A		
	B		
	C		
INSURED	D		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	(,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ _____ \$ _____ \$ _____ \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE AGGREGATE	\$ _____ \$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ _____ \$ _____
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ _____ \$ _____ \$ _____
	BUILDERS RISK					
	OTHER:					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED State of Arizona Arizona Department of Transportation 1739 W. Jackson Street, Suite A , MD 100P Phoenix, AZ 85007-3276	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY SIGNATURE _____ DATE: _____
--	--

OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street., Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. T08-17-00026

Submit this form with an original signature to the Department

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: _____

Federal Employer Identification

No.: _____

For clarification of this offer, contact:

Printed Name

Email Address

Offeror's (Company) Name

Company Email Address

Address

City State Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

WEATHERPROOF CARGO TRAILER

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this _____ day of _____ 200_

Nancy Caffrey

Awarded Date

**ATTACHMENT 2
PRICE SHEET**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street,, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T08-17-00026

ANY CORRECTIONS/WHITE OUTS SHALL BE INITIALED OR BID MAY BE SUBJECT TO REJECTION.

ONLY THE TOTAL GROSS OFFER WILL BE READ AT BID OPENING.

ITEM #	<u>P/N & DESCRIPTION</u>	<u>ISSUE QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
1.	Weatherproof Cargo Trailer				
	MFG Name: _____	1	EA.	\$ _____	\$ _____
	MFG Number: _____				

TOTAL GROSS OFFER: \$ _____

DELIVERY ONE HUNDRED TWENTY (120) DAYS AFTER RECEIPT OF ORDER: YES or NO

If NO, indicate delivery time frame: _____

Company Name

Company Representative

_____% Arizona Sales Tax, State & City

Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids.

IF PAYMENT IS MADE WITHIN _____ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY _____ %

<p align="center">ATTACHMENT 3</p> <p align="center">EQUIPMENT EXCEPTION OR EQUIVALENT LIST</p>
<p align="center">ARIZONA DEPARTMENT OF TRANSPORTATION</p> <p align="center">Procurement Group 1739 W. Jackson Street , Suite A MD 100P Phoenix, Arizona 85007 Phone: (602) 712-7211</p> <p align="center">SOLICITATION NO. T08-17-00026</p>

When an equivalent item is bid other than that listed, please identify, in the space below the page, paragraph, item listed and the item offered as an equivalent. Items not clearly identified as having an equivalent offered, shall be supplied as listed. Provide descriptive literature for each equivalent.

[illegible]

ATTACHMENT 4 REFERENCES

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, , Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO.T08-17-00026

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER AND FAX NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. **THESE REFERENCES MAY BE CHECKED, SO PLEASE MAKE SURE ALL INFORMATION IS ACCURATE AND CURRENT.**

A. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

B. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

C. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

**ATTACHMENT 5
AFFIDAVIT**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T08-17-00026

By signing this Affidavit, vendor warrants that each trailer delivered under contract T08-17-00026 will meet all specifications listed on pages 2 through 6 and those accepted exceptions or equivalents listed on Attachment 3.

Company Representative

Company Name



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to a n Arizona state agency;

AND

3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.



• Type of Request (Must select at least ONE)		<input type="radio"/> Change (Select the type(s) of change from the following:	<input type="checkbox"/> Tax ID Indicator	<input type="checkbox"/> Legal Name	<input type="checkbox"/> Entity Type	<input type="checkbox"/> Minority Business
<input type="radio"/> New Request	<input type="radio"/> New Location (Additional Mail Code)		<input type="checkbox"/> Main Address Information	<input type="checkbox"/> Remittance Address	<input type="checkbox"/> Contact	

• Taxpayer Identification Number (TIN) (Provide ONE Only)	
Social Security Number (SSN)	OR Employer Identification Number (EIN)

• Entity Type Must select one of the following (Coding (X#) is for internal purposes only)	
<input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (61)	<input type="radio"/> State of Arizona employee (1E) STATE HRIS
<input type="radio"/> Corporation NOT providing health care, medical or legal services (5A)	<input type="radio"/> EIN
<input type="radio"/> Corporation providing health care, medical or legal services (5M)	<input type="radio"/> LLC, PLLC organized as corporation NOT providing health care medical or legal services (5A)
<input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C)	<input type="radio"/> LLC, PLLC organized as corporation providing health care medical or legal services (5M)
<input type="radio"/> An international organization or any of its agencies/instrumentalities (5U)	<input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
<input type="radio"/> The US or any or its political subdivisions or instrumentalities (2G)	<input type="radio"/> Other: Tax Reportable Entity (5P) Description
	<input type="radio"/> Other: Tax Exempt Entity (5H)

• Entity Name Must Provide Legal Name)	
Legal Name*	
*Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.	

<input type="radio"/> Main Address Where tax information and general correspondence is to be mailed	<input type="radio"/> Remittance Address Where payment is to be mailed <input type="checkbox"/> Same as Main
DBA/Branch/Location	DBA/Branch/Location
Address	Address
City	City
State	State
Zip code	Zip code

• Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)		
<input type="radio"/> Small Business (01)	<input type="radio"/> Small, Woman Owned Business- Hispanic (31)	<input type="radio"/> Minority Owned Business- African American (04)
<input type="radio"/> Small Business- African American (23)	<input type="radio"/> Small, Woman Owned Business- Native American (33)	<input type="radio"/> Minority Owned Business- Asian (32)
<input type="radio"/> Small Business- Asian (24)	<input type="radio"/> Small, Woman Owned Business- Other Minority (11)	<input type="radio"/> Minority Owned Business- Hispanic (74)
<input type="radio"/> Small Business- Hispanic (25)	<input type="radio"/> Woman Owned Business (03)	<input type="radio"/> Minority Owned Business- Native American (15)
<input type="radio"/> Small Business- Native American (27)	<input type="radio"/> Woman Owned Business- African American (17)	<input type="radio"/> Minority Owned Business- Other Minority (02)
<input type="radio"/> Small Business- Other Minority (05)	<input type="radio"/> Woman Owned Business- Asian (18)	<input type="radio"/> Non-Profit, IRC § 501(c) (88)
<input type="radio"/> Small, Woman Owned Business (06)	<input type="radio"/> Woman Owned Business- Hispanic (19)	<input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00)
<input type="radio"/> Small, Woman Owned Business- African American (29)	<input type="radio"/> Woman Owned Business- Native American (21)	<input type="radio"/> Individual, Non-Business (00)
<input type="radio"/> Small, Woman Owned Business- Asian (30)	<input type="radio"/> Woman Owned Business- Other Minority (08)	

• Vendor Contact Information	
Name	Title
Phone #	Email
Ext.	
Fax	

• Certification <input type="checkbox"/> Exempt from backup withholding	
1. Under Penalties of perjury, I certify that:	
2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND	
3. I am a U.S. person (including U.S. resident alien).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.	
<u>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</u>	

Signature	Title	Date
-----------	-------	------

STATE OF ARIZONA AGENCY USE ONLY	VENDOR: DO NOT WRITE BELOW THIS LINE
----------------------------------	--------------------------------------

Agency Authorization: Print Name	Signature	Title
AGY	Email	Date
Phone #		

STATE OF ARIZONA GAO USE ONLY	VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE
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<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> Corporation Commission	SOLICITATION REFERENCE NO. T08-17- 00026 - PAGE 21 OF 22	Date
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**ATTACHMENT 7
NON-COLLUSION AFFIDAVIT**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T08-17- 00026

NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss
County of)

(Affiant)

the _____
(Title)

of _____
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

(Title)

Subscribed and sworn to before me this

_____ Day of _____, 20____

Signature of Notary Public in and for

the County of _____

State of _____